



## **TERMS AND CONDITIONS**

Terms and Conditions of business for the supply of training by Harris Safety Training Services Ltd, (herein after called "The Company") are deemed to be accepted by the Client by virtue of a booking or engagement of the services of The Company. The Client accepts responsibility under the various provisions in that behalf contained in the Health and Safety at Work act 1974 and will ensure that all trainees will not contravene any 'duty' or instruction imposed by law.

1 Where instructors supplied by the company operate on the Client's premises or under the Client's control, it is the Client's responsibility to ensure that they are protected by adequate insurance against employer's liability and third party risks arising during or related to the supply of training requirements of the Client.

2 The company reserves the right to sub-contract the provision of training to its subsidiaries or associates, and such contractors shall for the purposes of the performance of this contract be in the same position as The Company.

3 We reserve the right not to admit or expel delegates without liability if in our absolute discretion their behaviour is inconsistent with our reputation or the management of the course.

4 Each trainee must inform us in writing of any medical condition which may affect them or others. (e.g. epilepsy, diabetes), The Company will keep such information in confidence. In addition for courses which involve physical activity, it is the responsibility of each trainee to take appropriate medical advice that they are fit to take part.

5 The client will accept full responsibility for all statutory requirements placed upon a client by the relevant governing bodies and the Acts including the maintenance and safety of vehicles, plant, lifting equipment, protective clothing and all applicable insurances including any loss, injury or damage sustained during the course or training, or arising out of neglect and/or breach of statutory duty by the Client or any other way.

6 It is the client's responsibility to ensure that the training facilities and conditions are appropriate to the training provision. The Company and/or designated company representative reserves the right to abandon/ discontinue or rearrange the provision of training where such circumstances prevail that would affect the quality of training to be provided. In the event of cancellation/re-organisation, the client is responsible for costs incurred.

7 All fees payable in sterling (unless otherwise specified) within time specified on the invoice and shall thereafter be subject to the provisions of the Commercial Debts (Late Payment of invoices) Regulations 1998. No Certificates or course reports will be issued until payment has been received in full.

8 The Company reserves the right to make changes to programs, training, dates and venues at any time as necessary and to alter fees in the light of economic circumstances prevailing at the time. The Company will endeavor to provide a specific Trainer/Consultant for the full period of the course, but this cannot be guaranteed whether for all or any part of the period. The Client accepts that no liability attaches to The Company for not supplying the specific Trainer/ Consultant for part or all the period of the course.

9 The Company accepts no liability for loss except where caused by its own negligence. Such loss shall be limited to the contract value and The Company will not be liable for further or consequential loss caused.

10 Where a firm booking is subsequently cancelled either for on site or training centre venues, The Company reserves the right to apply the following charges::

- 100% charge for cancellations made within 7 days of course date, 50% for cancellations made between 8 and 15 days. Delegate substitutions are free of charge or where e-learning is required £25 + VAT for new set up.
- Charges for transfer of course date; 100% for transfers made within 7 days of the course date, 50% for transfers made between 8 and 15 days of the course date.
- Any cancellations or transfers must be made in writing to us. The date that the Company receives the cancellation will be regarded as the date the cancellation has been made and appropriate charges will apply

If you arrive late to your course then you are unlikely to be able to join the course and it will still be fully chargeable and you will need to pay 100% fee again to book another date to attend. If you have not completed your e-learning prior to the course date your course will still be fully chargeable and you will need to pay 100% fee again to book another date to attend. If you do not attend the course for any reason it will still be fully chargeable and you will need to pay 100% fee again to book another date to attend.

11 We reserve the right to cancel courses from a safety perspective due to inclement weather, where possible we will re-arrange training at no cost but charges may apply but we reserve the right to charge in full.

12 IPAF only - Depending on delegate ability, issue on site and/or any language barriers the course can be 1-3 days. E.G if delegates are booked in to do two categories and prove to have had no experience on the machinery, it will be at the discretion of the instructor whether to continue on both categories or, rather than risk a fail, only train on one category on the day. Any additional days training required will be fully chargeable.

13 PASMA only - Depending on delegate ability, issues on site and/or language barriers the course the course may require more than one day. Any additional days training required will be fully chargeable

These Terms and Conditions of Business may only be varied by express agreement in writing by both the Client and a Director of the Company.